

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

**UNION DE PROFESIONALES DE LA SEGURIDAD
PRIVADA Y EL TRANSPORTE
DE VALORES (MVM, INC.)**

and

Case 12-CB-263294

REINALDO CRUZ SIERRA, an Individual

Ayesha K. Villegas Estrada, Esq.
Counsel for Acting General Counsel

Iram Ramirez, Ph.D., Executive Director
for Respondent

DECISION

SHARON LEVINSON STECKLER, ADMINISTRATIVE LAW JUDGE. The Complaint in this matter alleges that Respondent Union de Profesionales de la Seguridad Privada y El Transporte de Valores (Respondent) violated Section 8(b)(1)(A) of the National Labor Relations Act (the Act) when it threatened Charging Party Reinaldo Cruz Sierra (Cruz Sierra) with litigation because of Sierra's statements about Respondent.

Sierra filed the original charge in Case 12-CB-263294 on July 21, 2020 and was served by mail upon Respondent on the same date. On October 9, 2020, Sierra filed an amended charge, which was served upon Respondent by mail on October 13, 2020. The Complaint and Notice of Hearing issued on November 6, 2020. On December 16, 2020, Respondent filed an Answer that denied all material allegations and stated three affirmative defenses: The Complaint failed to allege facts sufficient to state a claim upon which relief may be granted; some of all of the claims asserted were barred pursuant to the 6-month statute of limitation defined in Section 10(b) of the Act; and, the Complaint was *ultra vires*. (GC Exh. 1(i)).¹

On February 11, 2021, pursuant to the Regional Director's November 24, 2020 Notice Correcting Date of Hearing, I held a short hearing via videoconference. The parties submitted a stipulated record of facts (Jt. Exh. 1) for my consideration. All documents originally written in Spanish were translated to English; both versions are included in the stipulated facts and no party contested the translations. The parties were afforded the opportunity to submit briefs. Based upon careful consideration of the record and submitted brief,² I make the following

¹ This decision contains the following designations: Jt. Stip. for the parties' joint stipulation of facts; GC Exh. for General Counsel Exhibit; AGC Exh. for Acting General Counsel Exhibits, which are attached to the Joint Stipulation; and, GC Br. for General Counsel brief.

² Respondent did not file a brief with the Division of Judges.

FINDINGS OF FACT

I. JURISDICTION

The parties stipulated that MVM, Inc. (the Employer) is a California corporation with its principle office and place of business located in Ashburn, Virginia, and with an office and place of business located in San Juan, Puerto Rico, where it has been engaged in the business of providing armed and security guard services to agencies of the United States Government and other entities. During the past 12 months, the Employer, in conducting its business operations described above, purchased and received at its facilities located in the Commonwealth of Puerto Rico, goods valued in excess of \$50,000 directly from points located outside the Commonwealth of Puerto Rico. At all material times, the Employer has been engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act. (Jt. Stip. ¶¶3-5.)

At all material times, Respondent has been a labor organization with the meaning of Section 2(5) of the Act. Since May 14, 2019, Respondent has been the exclusive collective-bargaining representative based upon Section 9(a) of the Act for the following appropriate bargaining unit under Section 9(b) of the Act:

All full-time and regular part-time armed and unarmed detention officers performing guard duties for the Employer on the Government Contract for the United States Immigration and Customs Enforcement (ICE) at the United States Government located at Luis Munoz Marin International Airport, Delta Terminal, Carolina, PR 00979; 505 Gun Club Road, Ramey Base, Aguadilla, PR 00606; and, GSA Center, 651 Federal Drive, Suite 104, Guayabo, PR 00965; EXCLUDING: all other employees, office and clerical employees, guards and supervisors as defined in the Act.

(Jt. Stip. ¶6 and AGC Exh. 1.)

Respondent's Executive Director, Iram Ramirez, Ph.D. is an agent within the meaning of Section 2(13) of the Act. (Jt. Stip. ¶8.)

II. ALLEGED UNFAIR LABOR PRACTICE

The Complaint alleges the following violation of Section 8(b)(1)(A) of the Act: On or about July 7, 2020, Respondent, by Iram Ramirez, in writing threatened employees with filing a lawsuit because employees criticized the Union's handling of grievances discussed these matters with other employees or members of the Union, and engaged in other activities for the purpose of mutual aid or protection. (GC Exh.1(e) ¶¶5-7.) Charging Party Cruz Sierra is a member of the bargaining unit represented by Respondent. (Jt. Stip. ¶7.)

On July 1, 2020, Charging Party spoke with Executive Director Ramirez by telephone regarding an agreement between Respondent and Employer involving the payment of \$250,000. (Jt. Stip. ¶9.) Later that day, Executive Director Ramirez emailed to Charging Party Cruz Sierra a portion of an earlier communication about the \$250,000 payment. The earlier communication read:

We are letting you know in advance that we have reached an agreement of over a quarter of a million dollars, that will benefit a little more than half of our Union. So, pay attention to the details that we will be providing next week.

(Jt. Stip. ¶10; AGC Exh. 2.)

Almost a week later, by email dated July 7, 2020 at 7:23 p.m., Executive Director Ramirez send a letter to Charging Party and copied all members. (Jt. Stip. ¶11; AGC Exh. 3(b) p. 1.) Ramirez's email prefaced the attached letter. The email reiterated the letter's demands that Sierra a provide written responses to the letter and notes that his responses will be sent to all members. (Jt. Exh. 1; AGC Exh. 3(b) p. 1.) The letter, in relevant part, states:

We are forced to communicate with you, given that we have been alerted by about a dozen coworkers in the appropriate unit, about comments and factually incorrect information that you have been disseminating between the membership and people outside the Union. Every time you have made these comments in public, [sic] copies and we relayed this communication to the entire membership.

As we have been informed by these coworkers since last week and during the following days, you have been pointing out, amongst other things, that; 1) MVM gave me a check in the amount of \$250,000, 2) that the company has given money to the Union, 3) that the Union made an agreement with the company without consulting with the membership, 4) that there is a gag order and therefore the Union will not give any information, 5) and that there is a list with names and amounts.

This situation is not only highly worrisome, due to the factually incorrect and false content of your statements, but even more so due to the fact that last Wednesday, July 1, on or about 10:55 a.m. and for 11 minutes, I spoke to you and answered your questions about this.

During this conversation you pointed out, that some officials from FPS under contract with Triple Canopy had informed you about a communication and a final agreement between MVM and the Union. And, therefore, the purpose of your call was to obtain information about the agreement. Since as you indicated, you had not received a copy of the communication where the agreement was notified. Not only was this incorrect, since our records show that it was sent and received by you. To attest to this, once our conversation ended, you were sent a copy of the email and the communication previously mentioned. But in addition, during our conversation, you indicated to me that among the communication sent by the Union and that you had received, there was a communication about "PPE". In other words, the same communication that you had indicated you had not received.

Another matter that you raised and was discussed during our conversation, was if the claim in question was related to "point five" and/or the "fifteen minutes break", to which you were informed that the claim notified in the letter was not related to these matters. And it was made clear to you, as we have said on multiple previous occasions, that the Union does have existing legitimacy over said claims and therefore is not involved in that matter.

Likewise, you were notified that there were still some procedural details to be done before we could finalize the agreement, and that the conversations had been put on hold given the circumstances created by the pandemic and the executive orders. And in order to keep the purity, integrity, and to avoid

contaminating the process that was already so advanced in conversations and it would not be affected, the parties had agreed to go into a temporary confidential agreement until they were able to finish it. An agreement similar to the ones entered during any negotiation process, and as it was done during collective bargaining agreement negotiations. But nevertheless, once the circumstances allowed it and the final contract is formalized, it would be left without effect. In the same manner, you were informed that at this point we would be convening multiples meetings, in order to give all the details of the agreement, to be able to explain it, and submit it to the consensus and consent of each person involved. Once this stage had passed, and if the agreement is approved, it had to be submitted to the Secretary of the Department of Labor for final approval.

Finally, in addition to and amongst other matters that are not relevant or related to this situation, it was explained to you that once the process is completed, the people who are part of the agreement would be receiving an individual communication thus informing them. And that this would contain timely information about the agreement, as well as the detail of the date, time and place of the meeting. And that it would be during these meetings that all the details of the agreement would be given, it would be explained, and it would be informed of the process to approve or reject it. Therefore, we do not understand how, despite having answered your concerns and explained the available details about the agreement, how you are spreading clearly incorrect and false information on this matter. Even more inexplicable is that you are disseminating information and making comments on matters that were not part of our conversation. To be exact, during the conversation it was never discussed, asked, or said that; 1) MVM gave me a check for \$250,000, 2) that the company had given money to the Union, 3) that the Union made an agreement with the company without consulting with the membership, 4) that there is a gag order and that as a result, the Union will not give any type of information 5) that there exists a list with names and amounts, 6) and the name of the company or Employer against whom the claim is.

To set the record straight and given the state of anxiety that you have created among the membership, we again reiterate what has already been mentioned before. In the letter sent last May 1st, preliminary information on the agreement was given, and it was notified that details on the matter would be given shortly. This has not been able to happen, given the situation created by the pandemic. After said letter, given the executive orders, no action has occurred from any other parties involved since we are unable to do all the subsequent processes necessary to continue and finalize the agreement. Consequently, there is no final or enforceable agreement.

After the above-mentioned communication and given that there is nothing new to report or consult, the Union has not sent notification or given any information. If we want to present a new fact or information about the claim, the Union does not have the responsibility or any legal obligation to file a claim about the issue at hand, as all the events that lead to the claim occurred before our Union was certified, since it is about facts that came up as a result of the lack of diligence from the previous "Union"- and of which you were an officer-when negotiating the expired contract. In addition, any possible claim was abandoned by the previous "Union", by not filing any judicial or administrative claim, and therefore the claims are prescribed and are not claimable. Even though

our Union has no legal obligation to render representation or bring the matter in question before any forum, it decided to make an extra judicial claim due to our commitment in defense of the worker's rights.

5 Based on everything previously stated, we make it clear and denounce that the comments and statements attributed to you, not only lack in truth, but are factually incorrect and is false information. And clearly your actions, are only with the clear intention of spreading unfounded information, false rumors, slander and
10 create confusion among the membership. In as much as you are stating comments on matters of which you do not have full knowledge or have direct or indirect information about them. Therefore, the information you are disseminating is patently false, unfounded and defamatory.

15 First, you point out that MVM gave me a check for \$250,000. Regarding this, I want to make it clear that this statement is totally false, unfounded and defamatory. The undersigned has not received or would accept any money from any Employer. Second, you testify that the Employer gave money to the Union relating to the claim. With respect to this, I would like to make it clear that this
20 assertion is also totally false, unfounded and defamatory. Except for checks for deductions of ordinary fees, which the Employer must submit to the Union, the undersigned or the Union have not received or would accept any check or money from an Employer for any other reason. If hence you are referring or are basing this on the check that Project Manager Mr. Ruben Velazquez gave to the undersigned in the office of MVM, I want to clarify that it is the check for fees
25 corresponding to the month of May that by mistake was sent to his office instead of the Union. Which is confirmed in the text messages between Mr. Velazquez and the undersigned, and that have been sent to the membership for the record. Therefore, the undersigned or the Union have [sic] received money or a check relating to any claim. Therefore, I rightfully demand, that you present evidence
30 or testimony under oath about the truth of your statements about this issue. Or submit evidence that prove as false or refute the information that the Union expresses herein. Lacking that, we demand that you retract your statements and offer a public apology.

35 We want to point out and make it clear for the record, the following; your assertion that the Employer gave money to the Union, is not only patently false, unfounded, malicious and defamatory, but that with such assertion, you are not only implicating and accusing the Union, the Company, Mr. Velazquez and the undersigned of committing a serious crime, but you imply that the Union and
40 the Employer committed a serious unfair labor practice. With this sickly slander, you are not only looking to tarnish our unblemished reputation, but you are putting our organization at risk, our certifications, contracts, our rights and benefits, the wage increases already negotiated, the wellbeing of your coworkers of ICE and hundreds of other members of our organization. In
45 addition, you put the agreement at risk, and there is a possibility that it may not be finalized.

50 On another note, you point out that the union made an agreement with the company without consulting with the membership. On this regard, I want to make it clear that this statement is totally false, unfounded and defamatory. To say that the Union and/or I personally reached an agreement with the company without

consulting the membership is totally false, unfounded and defamatory. This organization and much less the undersigned with its more than 20 years of professional career that expands through Puerto Rico, United States and Canada, has ever made a decision behind the backs of the people it represents. In fact, the fact that we are unable – for the reasons mentioned before- to hold a meeting to inform and agree on the transaction, is the main reason why it has not been possible to complete the contract. Therefore, I demand that you present evidence or testimony under oath about the veracity of your statements on this matter. Or submit evidence that prove as false or refutes the information stated by the Union herein. Lacking that, we demand that you retract your statements and offer a public apology.

You are hereby warned that the Union will be claiming reimbursement from you, your matrimonial assets and joint debtor, of any expense that we must incur because of your statements.

Unfortunately, this is not the first time that you release a defamatory, sickly and unfounded campaign. Since during the process to attain the “union’s” decertification, which you were part of, the election process, the contract negotiation and after the corrective action that the Employer took against a coworker of the appropriate unit, you made false statements, with the evil intent of staining our organization’s reputation. And said statements were also directed to stain my reputation and good name.

Let me remind you that our constitution acknowledges the right of every person of the protection against any abuse to their honor, reputation and private or family life. Art. II, Sec. 8, of the Constitution of the Commonwealth of Puerto Rico. This protection serves as the basis for cause of action for defamation and subsequently established in the Libel and Slander Law, 32 LPRA secs. 3141-3149. Thus, I clarify that your statements are not protected under section 7 of NLRA or under Art. II, Sec. 4, of our Constitution. Being that your statements, as it has been established in our Jurisprudence in *Perez v. El Vocero of P.R.*, 149 DPR 427, 441 (1999), your statements were made with real malice, that is, knowing that they were false and with grave disregard whether they were false or not. These were statements made against a private figure, with the sole purpose of discrediting according to our highest forum in *Garib Bazain v. Clavell*, 135 DPR 475, 482 (1994).

Therefore, I demand that; 1) you provide us the names of the officials of FPS under contract with Triple Canopy that you alleged informed you about the existence of the final contract between MVM and the Union, 2) that you publicly deny to the coworkers to whom you mentioned the libelous and defamatory statements, 3) that you present evidence or testimony under oath about the veracity of your statements stated herein, 4) and/or submit evidence that prove as false or refute the information that the Union has stated herein. In lack thereof, we demand that you retract from the statements and offer a public apology. We remind you that morally and judicially, you have the responsibility and obligation to present evidence that proves your statements. Because in the face of falsehood, defamation and slander, the truth is the only defense.

Without anything further, we will await a response to our communication on or before next Wednesday, July 8. Otherwise, we reserve the right to escalate this situation to other forums.

....

(AGC Exh. 3(b) pp. 2-5.; no italics of cases in original)

III. ANALYSIS

A union's threats of taking an employee to civil court is "a tactic calculated to restrain employees in the exercise of rights guaranteed by Section 7 of the Act," thereby violating Section 8(b)(1)(A). *Delphi/Delco East Local 651, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (General Motors Corp.)*, 331 NLRB 479, 479 fn. 1 and 483 (2000), citing *International Brotherhood of Electrical Workers, Local Union No. 11 (Los Angeles County Chapter of the National Electrical Contractors Assn.)*, 258 NLRB 374, 375 (1981), enf. denied (unpub.) 732 F.2d 164 (9th Cir. 1984). Also see *Consolidated Edison Co.*, 286 NLRB 1031, 1037 (1987). Threats of legal action inherently harass and intimidate when made in relationship to protected activities of employees. *Delphi/Delco East Local 651*, 331 NLRB at 483.

Nothing in the stipulated record provides a basis to determine truth of Charging Party's alleged accusations, much less that Charging Party made these statements. The issues here are limited to whether Charging Party engaged in protected concerted activities and whether Respondent's threats of legal action are related to such activity.

Respondent's letter notes that Charging Party has talked with other bargaining unit members about a potential settlement and that Charging Party worked on decertification of Respondent. Respondent's letter, which claims Charging Party made defamatory and false statements, demands a retraction and apology. Failing that, Respondent threatens seizing Charging Party's assets and his family assets and will begin further legal action based upon the laws of the Commonwealth of Puerto Rico.

Respondent makes an admission against interest that Charging Party engaged in protected activities. Charging Party's work in decertification is protected Section 7 activity. *Sheet Metal Workers Int'l Assn. Local #18, AFL-CIO (Globe Sheet Metal Works, Inc.)*, 314 NLRB 1134, 1135 (1994). General Counsel also notes, and I agree, that Ramirez believes Charging Party engaged in additional protected activities, such as discussing the settlement and a possible issue of a confidentiality agreement with other unit employees and criticizing union leadership.³ Charging Party apparently criticized Ramirez in his official capacity as Respondent's agent. In these circumstances, Executive Director Ramirez made threats of legal action in his official capacity, which violates Section 8(b)(1)(A). *Local 1-2, Utility Workers Union of America (Consolidated Edison of New York)*, 312 NLRB 1143 fn. 2 (1993).

³ I do not rely upon General Counsel's cited *Nu-Car Carriers, Inc.*, 88 NLRB 75 (1950), enf. 189 F.2d 756 (3d Cir. 1951), cert. denied, 342 U.S. 919 (1952): The case involves a termination of a union dissident. The Board stated, "... [W]hen that termination is motivated by a desire to eliminate protest must inevitably result in an infringement under Section 8(a)(1) and Section 8(a)(3) of that employee's right to self-organization. We believe that inherent in that right is the privilege of protest and persuasion of others. Without this, effective employee representation becomes a nullity." 88 NLRB at 76-77.

The situation is analogous to *Plumbers, Local Union No. 81 (Morrison Construction Co., Inc.)*, 237 NLRB 207 (1978). After an employee filed an unfair labor practice charge against the union for an alleged excessive assessment, a shop steward threatened the employee with a lawsuit, paying for attorneys' fees and time lost from a job. Id. at 209. The filing of the charge was activity protected by Section 7. The threat was "designed to restrain or coerce employees in the exercise of the rights guaranteed by Section 7 of the Act" Id. at 210. Respondent's threats of legal action violate Section 8(b)(1)(A) because the threats are in response to Charging Party's protected activities. Id.; *Delphi/Delco East Local 651*, supra.

By finding this violation, Respondent's affirmative defenses that the complaint failed to state a claim and are ultra vires are false. Similarly, Respondent's affirmative defense that the charge was filed outside the 6-month statute of limitations is unavailing: the violation occurred on July 7, 2020 and the charge was filed 14 days later. Fourteen days falls early during the 6-month period. The first amended charge was filed and served by regular mail on October 13, 2020, a little more than 3 months after the violation. As with the original charge, the first amended charge falls within the 6-month statute of limitations.

CONCLUSIONS OF LAW

1. Respondent Union de Profesionales de Seguridad y Transporte de Values is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act.
2. Iram Ramirez, Ph.D. is Executive Director of Respondent and an agent for Respondent within the meaning of Section 2(13) of the Act.
3. On July 7, 2020, Respondent, by Dr. Ramirez, violated Section 8(b)(1)(A) of the Act by threatening legal action against Charging Party Reinaldo Cruz Sierra in retaliation for protected concerted activities.
4. The unfair labor practice committed by Respondent is an unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found Respondent Union de Profesionales unlawfully threatened Charging Party with legal action in violation of Section 8(b)(1)(A), I shall order that Respondent rescind the letter to Charging Party, notify him in writing that this was done, and post the attached Notice, marked as Appendix.

Respondent shall post an appropriate informational notice, as described in the attached Appendix. This notice shall be posted in the Respondent's offices or wherever the notices to members are regularly posted for 60 days without anything covering it up or defacing its contents. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. When the notice is issued to the Respondent, it shall sign it or otherwise notify Region 12 of the Board what action it will take with respect to this decision.

Respondent shall be required to remove from its files any references to its unlawful threats to Reinaldo Cruz Sierra and notify him in writing that this has been done and it will not be used against him in any way. Respondent also shall rescind its July 7, 2020 letter to Reinaldo Cruz Sierra, on which all members were copied via email and shall notify them that this has been done and will not be used against Sierra in any way.

ORDER

Respondent, Union de Profesionales de la Seguridad Privada y El Transporte de Valores, its officers, agents, and representative shall:

1. Cease and desist from

- a. Threatening Reinaldo Cruz Sierra or any bargaining unit employee that it will take legal action for false statements or charges in retaliation for activity protected by Section 7 of the Act.
- b. In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

- a. Within 14 days from the date of this Order, remove from its files any references threatening action against Reinaldo Cruz Sierra, and within 3 days thereafter, notify him that this information will not be used against him in any way.
- b. Within 14 days from the date of this Order, notify Reinaldo Cruz Sierra and all members that it rescinds its email/letter, dated July 7, 2020, and that it will not be used against Sierra in any way.
- c. Post at its union hall and all other places where notices to members are customarily posted, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.
- d. Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

⁴ If the Union's office is open to bargaining unit members, the notices must be posted by Respondent within 14 days after service by the Region. If the Union's office involved in these proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the officer reopens and a substantial complement of bargaining unit members have returned to accessing the office. Any delay in the physical posting of paper notices also applies to the electronic distribution of the notice if Respondent customarily communicates with its members and bargaining unit members by electronic means. If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Dated Washington, D.C.
March 25, 2021

A handwritten signature in cursive script, reading "Sharon Levinson Steckler", enclosed within a rectangular box.

Sharon Levinson Steckler
Administrative Law Judge

APPENDIX
NOTICE TO MEMBERS

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT threaten Reinaldo Cruz Sierra or any bargaining unit member employee that we will take legal action if he makes false statements for activity protected by Section 7 of the Act, including participating in decertification activities.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights listed above.

WE WILL, within 14 days of the Board's Order, remove from our files any references to possible legal action against Reinaldo Cruz Sierra for false statements and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that this will not be used against him in any way.

WE WILL, within 14 days of the Board's Order, rescind our July 7, 2020 letter to Reinaldo Cruz Sierra in which we unlawfully threatened legal action against him, and sent to all members and WE WILL notify them that this has been done and that this will not be used against Sierra in any way.

UNION DE PROFESIONALES DE LA SEGURIDAD PRIVADA Y EL TRANSPORTE DE VALORES

UNION ORGANIZATION

DATED _____ BY _____

REPRESENTATIVE

TITLE

THE NATIONAL LABOR RELATIONS BOARD IS AN INDEPENDENT FEDERAL AGENCY CREATED IN 1935 TO ENFORCE THE NATIONAL LABOR RELATIONS ACT. IT CONDUCTS SECRET-BALLOT ELECTIONS TO DETERMINE WHETHER EMPLOYEES WANT UNION REPRESENTATION AND IT INVESTIGATES AND REMEDIES UNFAIR LABOR PRACTICES BY EMPLOYERS AND UNIONS. TO FIND OUT MORE ABOUT YOUR RIGHTS UNDER THE ACT AND HOW TO FILE A CHARGE OR ELECTION PETITION, YOU MAY SPEAK

CONFIDENTIALLY TO ANY AGENT WITH THE BOARD'S REGIONAL OFFICE SET FORTH BELOW. YOU MAY ALSO OBTAIN INFORMATION FROM THE BOARD'S WEBSITE: WWW.NLRB.GOV

SOUTH TRUST PLAZA, 201 EAST KENNEDY BOULEVARD, SUITE 300, TAMPA, FL 33602-5824
(813) 228-2641, HOURS: 8:00 A.M. TO 4:30 P.M.

THE ADMINISTRATIVE LAW JUDGE'S DECISION CAN BE FOUND AT WWW.NLRB.GOV/CASE/12-CA-263294 USING THE QR CODE BELOW. ALTERNATIVELY, YOU CAN OBTAIN A COPY OF THE DECISION FROM THE EXECUTIVE SECRETARY, NATIONAL LABOR RELATIONS BOARD, 1015 HALF STREET, S.E., WASHINGTON, D.C. 20570, OR BY CALLING (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE
DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY
OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE
WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER (813) 228-2641